AGREEMENT

THIS AGREEMENT, dated as of 11/6, 1984, between UNITED FEATURE SYNDICATE, INC., a New York corporation with its principal office at 200 Park Avenue, New York, New York 10166 ("UFS"), and POINT FOUNDATION, a California not-for-profit corporation with its principal office at 150 Gate Five Road, Sausalito, California 94965 ("Producer"), is to evidence:

1. Production and Submission of Installments of Feature. During each week this Agreement is in effect Producer agrees to produce and submit to UFS one original installment of a newspaper column dealing with subjects of general interest and entitled "THE WHOLE EARTH REVIEW" (the "Feature"). Each installment of the Feature shall be at least 1,000 words in length, shall meet the quality standard reflected in the sample columns previously submitted to UFS, and shall be submitted on a timely basis in accordance with such reasonable submission schedule as UFS may from time to time establish. Publication of the Feature in newspapers shall commence on or about March 1, 1985, unless UFS otherwise notifies Producer, but in any event no later than June 30, 1985.

2. Period of Agreement; Renewal; Termination Options.

(a) The initial period of this Agreement shall be for five years, commencing March 1, 1985, and ending February 28, 1990. If during the three-month period commencing September 1, 1989, and ending November 30, 1989, Producer's share of the Newspaper Syndication Income (as defined in Section C of the attached Standard Terms and Conditions) averages more than $800 per week, UFS shall have the option to renew this Agreement for an additional period of five years, commencing March 1, 1990, and ending February 28, 1995. If UFS elects to exercise this option, it shall give Producer written notice of its election at least 60 days prior to the expiration of the initial period.

(b) If UFS has failed to contract with a sufficient number of newspaper subscribers to the Feature to generate gross cash revenues from the newspaper syndication of the Feature of at least $600 per week by a date two weeks prior to commencement of publication of the Feature, UFS shall have the option to terminate this Agreement, with immediate effect, by providing Producer written notice of termination within 60 days of the date of commencement of publication.

(c) After the Feature has been published in newspapers for 18 months, either party shall have the option to terminate this Agreement if Producer's share of the Newspaper Syndication Income averages less than $500 per week for any consecutive four-week period commencing after the expiration of said 18-month period. A party shall exercise this option by giving the other party written notice of termination within 60 days from the close of the four-week period in question. The proposed effective date of termination, which shall not be less than 60 days from the date of the notice, shall be set forth in such notice. If Producer elects to file a notice of termination under this provision, such termination shall not become effective if UFS agrees in writing to pay Producer, for each week commencing after the proposed date of termination, the difference between Producer's share of the Newspaper Syndication Income for such week (as computed under Section C) and the above-stated dollar amount. Such interim compensation agreement shall remain in effect until (i) Producer's average weekly share of the Newspaper Syndication Income for any consecutive four-week period exceeds the above-stated dollar amount; (ii) UFS gives Producer written notice of its decision to revoke such interim agreement, at which time all of the options and rights of the parties under this paragraph 2 shall be fully effective; or (iii) this Agreement otherwise expires or terminates.

3. Standard Terms and Conditions. This Agreement is subject to all of the Standard Terms and Conditions which are attached to and made a part of this Agreement.

UNITED FEATURE SYNDICATE, INC.

By Neil Goldby VP
Title

POINT FOUNDATION

By Stewart Brand President
Stewart Brand Title

COLUMNIST AGREEMENT
STANDARD TERMS AND CONDITIONS

A. Newspaper Syndication of Feature. UFS agrees to use reasonable efforts to syndicate the Feature to newspapers in the United States. In discharging this obligation, UFS (1) may grant exclusive licenses for the Feature to newspapers and other publications in such geographical areas as UFS deems reasonable, except that UFS shall not be entitled to syndicate the Feature to newspapers in the territory in which Producer has already granted exclusive rights to the San Francisco Chronicle (which consists of the state of California from Bakersfield north to the Oregon border); (2) may promote and syndicate the Feature under the title referred to in paragraph 1, or such other title as it may select with Producer's prior written consent, which shall not be unreasonably withheld; and (3) may, if it elects to syndicate the Feature in countries outside the United States, employ agents to promote and exploit the Feature in such countries. Nothing in this Agreement shall limit UFS's right to acquire and syndicate other newspaper features, whether or not similar in nature to the Feature, or to syndicate the Feature to newspapers which are owned or controlled by any party related to UFS.

B. Grant of License; Copyright Notices; Reservation of Rights.

(1) Subject to the provisions of this Agreement, Producer hereby grants to UFS an exclusive, worldwide license to syndicate the Feature to newspapers and other similar periodicals, under the title referred to in paragraph 1.

(2) Each installment of the Feature mailed by UFS to subscribers to the Feature shall bear a copyright notice in the name of Producer, and a statement to the effect that questions concerning the Feature may be addressed to Whole Earth Catalog & Review, 150 Gate Five Road, Sausalito, California 94965.

(3) All rights in the Feature other than those licensed to UFS under this Agreement are reserved to Producer.

C. Division of Income.

(1) In consideration for all obligations to be performed by Producer hereunder, and for the grant of license to UFS hereunder, UFS agrees to pay Producer, during the period of this Agreement, 50% of the "Newspaper Syndication Income," as hereinafter defined, with the balance of said income to be retained by UFS.

(2) Notwithstanding the provisions of Section C(1), the following provisions shall apply with regard to certain newspapers to which Producer has already itself syndicated the Feature. With regard to the San Francisco Chronicle (the "Chronicle"), UFS shall have no right to share in any income received from the Chronicle, and Producer shall continue to be solely responsible for supplying the Feature to the Chronicle. With regard to the newspapers already receiving the Feature from Producer listed on Schedule A, attached hereto and made a part hereof (the "Other Existing Subscribers"), until a date six months from the date of first publication of the Feature in newspapers pursuant to syndication by UFS, UFS shall have no right to share in any income from said newspapers, but after said date UFS shall take over servicing and billing the Other Existing Subscribers and shall thereafter pay Producer 75% of the Newspaper Syndication Income derived from said newspapers; provided, however, that if in any week UFS receives gross cash revenues in excess of $3,000 from the syndication of the Feature to newspapers (including the Other Existing Subscribers), UFS shall thereafter pay Producer only 50% of the Newspaper Syndication Income derived from the Other Existing Subscribers.

(3) The term "Newspaper Syndication Income" shall mean the gross cash revenues actually received by UFS from the syndication of the Feature to newspapers and other similar publications, less the following deductions:

(a) All costs reasonably incurred by UFS in putting installments of the Feature into proper form for submission to newspaper subscribers and in transmitting such installments to subscribers, including, without limitation, costs of size conversions, film positives, proofs, printing, or photocopying, and transmission by wire or other electronic means; provided, however, that during the initial year of syndication of the Feature by UFS Producer's share of the costs deductible under this Section C(3)(a) shall not exceed an average of $40 per week without Producer's prior consent, and provided further that after said initial one-year period any share of Producer in excess of said amount shall be limited to actual out-of-pocket increases in production costs incurred by UFS.

(b) All costs reasonably incurred by UFS in advertising and promoting the Feature; provided, however, that the costs deductible under this Section C(3)(b) in any one-year period shall not exceed $4,000 without Producer's prior consent.

(c) All costs, including attorneys' fees, reasonably incurred by UFS in acquiring from other parties trademarks (and registrations therefor) which are in conflict with those used in connection with the Feature and which impede the exploitation of the Feature.

(d) In the case of the syndication or other exploitation of the Feature in countries outside the United States, the following additional costs: (i) costs reasonably incurred in translating installments of the Feature into languages other than English; and (ii) reasonable fees and commissions paid by UFS to agents employed by UFS to promote and exploit the Feature in such countries.

(4) The costs and expenses which are deductible in computing the Newspaper Syndication Income shall be deductible on a cumulative basis. If UFS is unable to recover all expenses incurred in any accounting period because the income received in such period is insufficient to cover such expenses, UFS shall be entitled to carry forward and to deduct in subsequent accounting periods any expenses not so recovered. UFS may spread such deductible expenses incurred in one accounting period over a number of future accounting periods in order to avoid imbalances in the Newspaper Syndication Income.

(5) UFS may withhold or deduct from amounts due Producer hereunder any taxes, contributions, or assessments which UFS is required by law to withhold or deduct therefrom.

(6) UFS shall make accountings of Newspaper Syndication Income and payment of amounts due Producer hereunder on a monthly basis in accordance with UFS's present accounting system, or any other system adopted by UFS during the period of this Agreement.

D. Books and Records. UFS shall maintain complete and accurate books of account showing all revenues received and expenses paid with respect to the Feature. Producer or Producer's authorized representatives shall have the right to inspect such books of account during ordinary business hours, upon giving UFS reasonable prior notice.

E. Editorial Supervision of Feature. UFS shall have the right to edit the Feature in its discretion, including making changes in grammar, syntax, spelling, and punctuation. UFS may refuse to syndicate any installment of the Feature which it believes could expose UFS to claims for libel, invasion of privacy, infringement of copyright, or the violation of other personal or property rights of other parties. If UFS rejects an installment of the Feature on such grounds, Producer shall, at UFS's request, revise the installment or produce a substitute.

F. Professional Standards. In fulfilling Producer's obligations under this Agreement, Producer agrees to be governed by the very highest ethical standards of the journalistic profession. Producer shall maintain a high degree of sensitivity to the possible or potential existence of conflicts of interest resulting from the subject matter of installments of the Feature and Producer's social, professional, financial, or business contacts or dealings. On any occasion when Producer becomes aware of the possible or potential existence of a conflict of interest, Producer shall promptly notify UFS and discuss with UFS an appropriate course of action for dealing with such conflict.

G. Reserve of Installments. For the protection of UFS in the event Producer is unable for any reason to comply with its obligations to submit installments of the Feature to UFS in accordance with the schedule specified by UFS, Producer shall be required to provide UFS with a reserve supply of ~~12~~ 6 installments of the Feature, so that UFS at all times has in its possession ~~12~~ 6 installments more than UFS requires for immediate delivery to subscribers. Repeated failures of Producer to comply with its delivery requirements under this Agreement shall be grounds for termination of this Agreement.

H. Status of Producer. Producer's relationship to UFS under this Agreement shall be that of an independent contractor. Producer shall pay all of Producer's own expenses in the performance of this Agreement and shall furnish all of Producer's own materials. UFS shall be under no obligation to provide Producer with a place to work, and UFS shall have no right to control Producer's hours of work or to supervise Producer in the details of Producer's work.

I. Non-Competition Provision; UFS's Right of First Refusal.

(1) The parties recognize that the Feature and the services to be performed by Producer hereunder are of a unique and extraordinary nature. Therefore, during the period of this Agreement Producer (a) agrees not to produce, or to work, either gratuitously or for compensation, for any other party in producing any column, feature, or other written material which, in the reasonable judgment of UFS, would be publishable in a newspaper (or in a magazine or supplement sold or distributed as part of or in connection with a newspaper) and, if so published, would be in competition with the Feature; and (b) agrees not to permit Producer's name to be used in connection with any such competitive column, feature, or written material, whether or not Producer has produced or edited the same. Nothing herein shall prevent Producer from producing written material for publication in any form other than in newspapers (or magazines or supplements sold or distributed as part of newspapers), including, without limitation, material for publication in the form of books, plays, and monthly magazine articles. Nothing in this Section I(1) shall be deemed to limit the right of Producer to continue providing the Feature to the Chronicle during the entire period of this Agreement or to continue to provide the Feature to the Other Existing Subscribers for the six-month period following UFS's commencement of syndication of the Feature.

(2) During the period of this Agreement and for one year thereafter, if Producer originates an idea for a newspaper feature, Producer agrees to submit the same to UFS for its review. If UFS determines, in the exercise of its reasonable judgment, that such feature would be in competition with the Feature, the provisions of the preceding Section I(1) shall apply, and Producer shall not have the right to produce such feature until the expiration of the foregoing time period.

If UFS determines that such feature would not be in competition with the Feature, Producer agrees to negotiate in good faith with UFS for the purpose of granting newspaper syndication and subsidiary rights in the feature to UFS, and agrees not to grant such rights to another party on terms more favorable to such party than the terms last offered to UFS.

J. Producer's Warranties; Indemnification.

(1) Producer represents and warrants: (a) that Producer has not done and will not do anything, by contract or otherwise, which would impair the assignment of rights in the Feature made to UFS hereunder or the ability of Producer to perform Producer's obligations under this Agreement; (b) that each installment of the Feature is and will be Producer's original work (except as set forth in the last sentence of this Section), and copyrightable as such; (c) that no installment of the Feature will libel any party, or violate any copyright, trademark, privacy right, publicity right, or other personal or property right of any party; (d) that Producer will not at any time, either during or after the period of this Agreement, do anything or authorize other parties to do anything contrary to the rights assigned to UFS hereunder; and (e) that all installments of the Feature will be either produced by employees of Producer within the scope of their employment or by independent contractors who have assigned to Producer all their worldwide right, title, and interest in and to the Feature, including the copyrights thereon. UFS acknowledges that Producer is engaged in its own publishing program and that some of the installments of the Feature will be based on materials previously published by Producer, but Producer agrees that the style and organization of previously published materials included in installments of the Feature will be unique.

(2) Producer agrees to indemnify and hold UFS harmless from and against all losses, claims, judgments, costs, and expenses (including reasonable attorneys' fees) imposed upon or suffered by UFS by reason of (a) the breach by Producer of any warranty or agreement made hereunder; or (b) any claim made against UFS by another party as a result of the exercise or attempted exercise by UFS (or its subscribers or licensees) of any of the rights assigned to it hereunder. The foregoing indemnity shall not apply to claims which are based solely upon editorial changes made by UFS in any installment of the Feature.

K. Rights of UFS upon Breach. The parties agree that the exclusive rights granted to UFS are of the essence of this Agreement; that the Feature to be produced by Producer hereunder is of a unique and extraordinary nature; that UFS cannot be adequately compensated in damages for breach of this Agreement by Producer; and that in the case of a violation or threatened violation of this Agreement by Producer UFS shall be entitled to an injunction restraining Producer from violating this Agreement.

L. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in the State of New York. Such arbitration shall be in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof. The prevailing party or parties in such arbitration and any ensuing legal action shall be reimbursed by the party or parties who do not prevail for their reasonable attorneys', accountants', and experts' fees and the costs of such actions.

M. Miscellaneous.

(1) This Agreement shall bind and benefit the successors and assigns of UFS, and Producer shall have the right to assign any interest Producer has hereunder with the prior written consent of UFS.

(2) Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights. A waiver by either party of default in one or more instances shall not be construed as constituting a continuing waiver or as a waiver in other instances.

(3) If any provision of this Agreement is held invalid, illegal, or unenforceable in any respect, such fact shall not affect any of the other provisions hereof. This Agreement shall thereafter be construed as if such provision had never been contained herein.

(4) This Agreement embodies the entire understanding of the parties on the subject matter covered, supersedes all previous oral or written representations, and may be modified or amended only by a written instrument executed by both parties.

(5) Time is of the essence in this Agreement.

(6) The term "period of this Agreement," as used herein, shall mean the initial period of this Agreement and any renewals or extensions thereof.

(7) Any notice to be given Producer or UFS may be given by depositing it in the mails, in a properly stamped envelope bearing such party's address, as set forth above, or such other address as is specified in writing. The date of any such notice shall be the date it is postmarked.

(8) This Agreement shall be governed by and construed according to the laws of the State of New York.

SCHEDULE A

Albuquerque Journal
Dallas Times-Herald
Sarasota Herald-Tribune
Tucson Weekly
Washington Times